

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

CLAIRE FALLESON,
on behalf of herself and all other employees similarly
situated,

Plaintiff,

DECISION AND ORDER

03-CV-6277L

v.

PAUL T. FREUND CORPORATION,

Defendant.

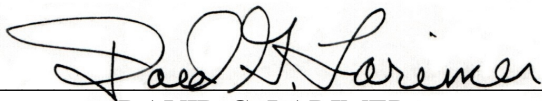
Plaintiff, a former employee of defendant, brought this action pursuant to the Fair Labor Standards Act and New York Labor Law. The parties settled the matter in or about March 2010 and executed a Settlement Agreement, the terms of which have not been made known to the Court. Plaintiff's counsel now moves for an award of attorney's fees (Dkt. #86) in the amount of \$75,000. Defendant opposes the motion, urging the Court to award no more than \$5,000 to plaintiff's counsel.

As the parties acknowledge in their submissions, the Court must consider numerous factors in assessing the reasonableness of the requested fees. One of those factors – a pivotal one, in the Court's view – is the quality of the result obtained on plaintiff's behalf by the settlement. *See Arbor Hill Concerned Citizens Neighborhood Association v. County of Albany*, 522 F.3d 182, 190 (2d Cir. 2007); *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717-719 (5th Cir. 1974). The

parties' failure to disclose the terms of the Settlement Agreement cripples the Court's ability to assess the results obtained by plaintiff's counsel, and thus to determine whether plaintiff's counsel has met his burden to demonstrate reasonableness.

Plaintiff's counsel is therefore ordered to inform the Court of the relevant settlement terms, and provide the Court with a copy of the executed Settlement Agreement, within ten (10) business days of entry of this Order. In the interest of maintaining the confidentiality of the settlement, plaintiff's counsel may submit this information via a letter to the Court, copied to opposing counsel.

IT IS SO ORDERED.



DAVID G. LARIMER
United States District Judge

Dated: Rochester, New York
August 10, 2010.